

AGENDA

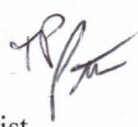
Casper City Council Work Session
City Hall, Council Meeting Room
Tuesday, October 10, 2017, 4:30 p.m.



	Presentation	Allotted	Beginning Time
1.	Bar and Grill Presentations	30 min	4:30
	Moreno & Moreno, LLC (dba Guadalajara Family Restaurant) 10 min		
	Marvin Piel 10 min		
	One Two Nine, LLC (dba C85 Branding Iron) 10 min		
2.	Rocky Mountain Franchise Agreement (Wallace Trembath)	30 min	5:00
3.	Consensus Funding (Carter Napier)	20 min	5:30
4.	Communication Strategies (Carter Napier)	20 min	5:50
5.	Legislative Agenda Introduction (Carter Napier)	15 min	6:10
6.	Council Around the Table	15 min	6:25
7.	Executive Session - Litigation		6:40

October 2, 2017

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Finance Director
Carla Mills-Laatsch, Licensing Specialist 

SUBJECT: Presentation of Proposals for Three (3) Bar and Grill Licenses

Meeting Type & Date

Work Session

October 10, 2017

Recommendation

That Council consider three (3) proposals submitted for the six (6) available Bar and Grill Liquor Licenses to move forward to the formal liquor license application process.

Summary

Three proposals were received for the six (6) available bar and grill liquor licenses. Each applicant will present his/her proposal at the October 10, 2017 Council Work Session. The three (3) proposals received are briefly described below. Complete copies of each proposal will be delivered to each Councilperson on October 3, 2017.

Applicant #1: Moreno and Moreno LLC (DBA Guadalajara Family Restaurant)

Location: 3350 CY Ave

This establishment is currently operating under a restaurant liquor license. If awarded a bar and grill liquor license, they plan to renovate their current establishment by adding a waiting area with a bar. It will continue to be a traditional Mexican restaurant, as it has been for 20 years. They plan to hire five to seven additional year-round employees.

Applicant #2: Marvin Piel

Location: 100 North Center Street

This applicant plans to remodel the entire building; however, the bar and grill establishment would be located on the first floor. This restaurant will offer a mix of American and Mexican food. A name for this business has not yet been selected. The establishment's operating budget and its number of employees were not included in the application.

Applicant #3: One Two Nine LLC (DBA the C85 Branding Iron)

Location: 129 West 2nd Street

This establishment will be located at 129 West Second Street (former Botticelli's Restaurant), which is currently scheduled to begin its operations under Retail Liquor License No. 7. This retail license is owned by Love Holdings LLC. If awarded a bar and grill liquor license, the applicant plans to transfer the retail liquor license to a yet-to-be-determined address on the east side of town. This venue will have a casual lunch and dinner menu in a family-friendly environment. The plan is to have 15 to 20 full time employees and 20 to 25 part time employees.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist, Finance Services

Attachments

None

October 4, 2017

MEMO TO: J. Carter Napier, City Manager

FROM: Will Chambers, Interim City Attorney
Wallace Trembath, Assistant City Attorney W.T.

SUBJECT: Rocky Mountain Power Franchise

Recommendation:

No recommendation is being made, as this memo and its attachments are merely for your information.

Summary:

The current electric utility franchise between the City and Rocky Mountain Power expires the earlier of December 31, 2017, or the adoption of the new franchise ordinance by the City Council, and its acceptance by Rocky Mountain Power.

The parties have negotiated a new franchise, which is scheduled to be heard by Council at first reading on October 17, 2017. It is the result of extensive, good-faith, negotiations between the parties. A copy is attached for your reference.

Rocky Mountain Power requested an opportunity to present the franchise at a Council work session and answer questions that Council may have.

Highlights of the Franchise

- Term: The term of this franchise is for twenty (20) years.
- Purpose: Rocky Mountain Power is granted a franchise and general utility easement to locate its electrical facilities in public ways (e.g., roads, streets, alleys), subject to reasonable controls by the City.
- Franchise fee: The City will receive a franchise fee of seven percent (7%) of Rocky Mountain Power's gross revenues.
- Self-Insurance and Indemnity: The Wyoming Public Services Commission allows Rocky Mountain Power to be self-insured. Rocky Mountain power indemnifies the City against claims for injury, death, and other items, including reasonable attorney fees and expenses.

ORDINANCE NO. ____-17

**AN ORDINANCE GRANTING AN ELECTRIC UTILITY
FRANCHISE AND GENERAL UTILITY EASEMENT TO
PACIFICORP, AN OREGON CORPORATION, DOING
BUSINESS AS ROCKY MOUNTAIN POWER**

WHEREAS, under Wyoming Statute § 15-1-103(a)(xxxiii), the City of Casper, sets the franchise fee rates charged to utility companies for use of the City's right-of-ways; and,

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power (hereinafter referred to as Rocky Mountain Power), is a regulated public utility that provides electric power and energy to the citizens of the City of Casper, Wyoming (the "City") and other surrounding areas; and,

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City; and,

WHEREAS, Ordinance 24-99, granted a franchise to Rocky Mountain Power, and Ordinance 19-13 amended the franchise fees; and,

WHEREAS, the current franchise, as amended, was scheduled to expire by its terms on May 4, 2017, which expiration date was extended to November 4, 2017, by the Franchise Extension Agreement between the parties as approved by the City Council on May 2, 2017, and further extended by the Second Franchise Extension Agreement between the parties as approved by the City Council on October 17, 2017, so as to expire on the earlier of (1) December 31, 2017, or (2) adoption of this new franchise ordinance by the City Council and its acceptance by Rocky Mountain Power; a new franchise (hereinafter referred to as the "franchise") is necessary; and,

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power may use the public ways of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
CITY OF CASPER, WYOMING:**

SECTION 1. Grant of Franchise and General Utility Easement.

A. Subject to the terms and conditions set forth in this franchise, the City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or spaces not associated with City-owned rights-of-way (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying

and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

B. Nothing in this franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the effective date of this franchise.

C. Unless otherwise agreed in writing, this franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of Public Ways, should Rocky Mountain Power provide services other than an electrical system (for example, a cable system for purposes of providing a cable service).

D. This franchise is intended to convey limited rights and interests in Public Ways as set forth in Wyoming Statute § 15-1-103(a)(xxxiii) and its subsections. It is not a warranty of title or interest in any Public Way; it does not provide Rocky Mountain Power with any interest in any particular location within the Public Ways; and it does not confer rights other than as expressly provided in the grant hereof.

SECTION 2. Term. The term of this franchise is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Publication and Acceptance by Company. This ordinance shall be published once in a newspaper of general circulation within the City, pursuant to Wyoming statute § 15-1-116, and shall become effective on the day following its publication. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified, written acceptance thereof with the City Clerk; otherwise, this ordinance and the rights, privileges and authority granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City is nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, and exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Wyoming, the laws of the State of Wyoming or City Ordinance.

SECTION 6. Indemnification.

A. General Indemnification. Rocky Mountain Power shall indemnify, defend and hold harmless, the City, its officers, elected and appointed officials, employees, agents and volunteers, from any action or claim for injury, death, damage, loss, liability, cost or expense, including court appeal costs and reasonable attorney's fees or reasonable expenses, arising from any casualty or accident to person or property in any way arising out of, or by reason of, any construction,

excavation, operation, maintenance, construction, or any other act done or neglect or omission under this franchise, by or for Rocky Mountain Power, its agents, or its employees. Rocky Mountain Power shall consult and cooperate with the City while conducting its defense of the City.

B. Indemnification for Relocation. Rocky Mountain Power shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Rocky Mountain Power's failure to remove, adjust or relocate any of its Electric Facilities in the Public Ways in a timely manner in accordance with Section 11 of this franchise.

C. Hazardous Substances Indemnification. Rocky Mountain Power shall indemnify the City against any claims, costs and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances within the Public Ways caused by the System. For purposes of this franchise, "hazardous substances" shall have the same definition as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (U.S.C. § 42-103-9601, *et seq.*) as may be amended from time to time, or its successor.

SECTION 7. Insurance Requirements. If at any time during the term of this franchise Rocky Mountain Power ceases to be self-insured, Rocky Mountain Power shall procure and maintain for the remaining duration of this franchise insurance against claims for injuries to persons, death or damages to property which may arise from or in connection with Rocky Mountain Power's use of the Public Ways pursuant to this franchise, in such coverages as are commercially reasonable for a similarly-situated company providing similar goods and services; provided, however, in no event shall such insurance coverage be less than amounts for which the City would be liable under the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*, as it may be amended from time to time.

SECTION 8. Annexation

A. Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electric Facilities owned, maintained, or operated by Rocky Mountain Power located within any Public Ways of the annexed territory shall thereafter be subject to all of the terms hereof.

B. Notice of Annexation. When any territory is approved for annexation to the City, the City's Community Development Director or his/her designee shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed as to the addressees below, or such other updated address as Rocky Mountain Power shall provide to the City in writing by certified mail, return receipt requested.

Rocky Mountain Power
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

Notwithstanding the foregoing, failure of the City to provide the notice described herein shall not constitute a material breach of this franchise.

SECTION 9. Plan, Design, Construction and Installation of Electric Facilities.

A. All Electric Facilities installed or used under authority of this franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

B. All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, and as follows:

1. Rocky Mountain Power is authorized to make excavations in City streets, alleys and public rights-of-way for purposes of routine repair, replacement and maintenance of Electric Facilities. Rocky Mountain Power shall direct its subcontractors to obtain excavation permits for streets and alleys within City rights-of-way, regardless of surfacing types, and traffic control permits for all streets, and shall not unnecessarily obstruct the use of streets, alleys or public rights-of-way. In the week prior to any planned excavations in the Public Ways, Rocky Mountain Power shall provide notice to the City of such excavations via email to the City's Public Works Department at the email address(es) or other means of contact as set forth in the then-current Community Performance Plan, or to such other email address(es) or means of contact as the City may provide to Rocky Mountain Power in writing from time to time. All mains, services, and pipes laid or installed under this franchise shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs, but shall provide notice to the City via the above email addresses within a week following the emergency work. All excavation shall be performed in a manner that is anticipated to create the least inconvenience to the public as practicable, and in accordance with any permits and manuals issued by the City.

2. Rocky Mountain Power, in doing any work in connection with its Electric Facilities, shall avoid, so far as practicable, interfering with the use of any street, alley or public place, and where the paving or surface of any street, alley or public place is disturbed, Rocky Mountain Power, at its own expense, shall replace such paving or surface in accordance with the City of Casper's Standard Specifications for Street Construction in the Casper Municipal Code, and any other applicable ordinances, as they may be amended from time to time.

3. Paved streets shall be bored or drilled when they are crossed beneath the ground by Rocky Mountain Power's Electric Facilities so that the City's paved streets will not be unnecessarily damaged. The City Manager or his/her designee, in his/her sole discretion, may allow other construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.

4. In the event the City desires to undertake a project that may interfere with Rocky Mountain Power's facilities located within the Public Ways, Rocky Mountain Power shall cooperate and coordinate with the City to provide information about the existence and location of Rocky Mountain Power's facilities.

5. This franchise does not establish priority for use of public rights-of-way over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the public rights-of-way. The City shall control distribution of space in the public rights-of-way, but may not exercise that authority unreasonably or in a way that would cause a violation of the National Electrical Safety Code or any other applicable standard. No location of any Electric Facilities shall give rise to a vested interest in public property.

6. Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

C. If, during the course of work on its Electric Facilities, Rocky Mountain Power causes damage to or alters the Public Ways or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

D. In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

E. The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of

the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 9.E. and to require the City to remedy any defective attachments.

F. Rocky Mountain Power shall have the right to excavate the public right-of-ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electric Facilities or delay project completion.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

SECTION 11. Relocations of Electric Facilities.

A. The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities, except for street lights, within the Public Ways for street and/or right-of-way projects in the interest of public convenience, necessity, health, safety or welfare, at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electric Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work, and shall support the efforts of Rocky Mountain Power to obtain reimbursement by providing any relevant public records requested by Rocky Mountain Power that are available under the Wyoming Public Records Act, Wyoming Statutes § 16-4-201 *et seq.*

B. Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of Electric Facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

C. Indemnification for relocation is addressed in Section 6 B. of this franchise.

SECTION 12. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation

originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electric Facilities. Such pruning shall comply with *the American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 13. Compensation, Reopening, Audit and Reports

A. Franchise Fee. In consideration of the rights, privileges, and franchise hereby granted, Rocky Mountain Power shall pay to the City from and after the effective date of the acceptance of this franchise, seven percent (7%) of its gross revenues derived from within the corporate limits of City. The term "gross revenue" as used herein shall be construed to mean any revenue of Rocky Mountain Power derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. Notwithstanding any provision to the contrary, at any time during the term of this franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide Rocky Mountain Power with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after the City has provided such written notice to Rocky Mountain Power.

B. Offset. The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from Grantee with respect to Rocky Mountain Power's exercise of this franchise within the corporate limits of the City, and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting therefrom the amount of said franchise fee paid hereunder.

C. Audit. Rocky Mountain Power will provide the City with a current audit file upon request, but no more than every three (3) years, at no expense to the City. If a net franchise underpayment is discovered as a result of an audit, Rocky Mountain Power shall back-bill the customer(s) involved for the preceding six (6) months, in accordance with Wyoming Public Service Commission regulations.

D. Payments and Reports.

1. **Monthly Payments.** Rocky Mountain Power's franchise fee payments to the City shall be computed monthly and the check(s) forwarded to the City Treasurer within thirty (30) days following the end of each calendar month.

2. **Franchise Fee Reports.** Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Rocky Mountain Power, containing an

accurate statement of the company's revenue for that month within the City, the amount of the franchise fee, and the basis for the calculation.

3. **Annual Report.** The final report for each calendar year (December) shall reflect the total payments for that calendar year.

4. **No Accord and Satisfaction.** No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of Rocky Mountain Power.

SECTION 14. Renewal. At least 180 days prior to the expiration of this franchise, Rocky Mountain Power and the City either shall agree to extend the term of this franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement franchise is not entered into upon expiration of this franchise, provided that Rocky Mountain Power continues to pay the same compensation fee specified in Section 13 during that time, and provides the same insurance and indemnification to the City as described hereunder.

SECTION 15. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 16. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder (including acceptance of all terms, conditions and provisions of this franchise), unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 17. Amendment. At any time during the term of this franchise, the City or Rocky Mountain Power may propose amendments to this franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 18. Non-Contestability--Breach of Contract.

A Neither the City nor Rocky Mountain Power will take any action for the purpose of securing modification of the terms and conditions of this franchise before either the Public Service Commission or any Court of competent jurisdiction. Provided, however, neither party shall be precluded from taking any action it deems necessary to resolve any differences in interpretation of the franchise, nor shall either party be precluded from seeking relief from the Courts in the event Public Service Commission orders, rules or regulations conflict with or make performance under the franchise illegal. Notwithstanding the foregoing, the parties shall first attempt to resolve any dispute through direct negotiation between the representatives of the parties. If the representatives are unable to reach agreement within (60) days after presentation of the dispute, then each of the parties may proceed with taking the dispute to the Public Services Commission.

B. In the event Rocky Mountain Power or the City fails to fulfill any of their respective obligations under this franchise, the City, or Rocky Mountain Power, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this franchise shall become effective without such action which would be necessary to formally amend the franchise.

SECTION 19. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this franchise shall be delivered to the City Manager's Office, with a copy to the City Attorney's office at 200 N David St., Casper, Wyoming 82601 or such other office as the City may advise Rocky Mountain Power of by written notice. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this franchise shall be delivered to Regional Business Management Director, Rocky Mountain Power, 70 North 200 East, Room 122, American Fork, Utah, 84003, or such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 20. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the franchise or any renewal or renewals thereof.

SECTION 21. Arbitration. In the event of any dispute arising under this franchise, the parties shall first attempt to resolve the matter through direct negotiation between the representatives of the parties. If the representatives are unable to resolve the issue within (60) days after presentation of the dispute, then each of the parties hereto agree to non-binding arbitration in accordance with Wyoming Statutes § 1-36-101 *et seq.* Each party shall select an arbitrator, and the two arbitrators shall jointly appoint a third arbitrator, who shall be the arbitrator to hear the dispute.

SECTION 22. Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101, et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

SECTION 23. Repeal of previous franchise ordinances. Upon the effective date hereof, and upon acceptance of the Company, the following will be repealed: Ordinance No. 24-99 of the City, passed and approved November 4, 1999, granting a franchise to Rocky Mountain Power; Ordinance No. 19-13 of the City, passed and approved on August 6, 2013; the Franchise Extension Agreement between the parties as approved by the City Council on May 2, 2017; and the Second Franchise Extension Agreement between the parties as approved by City Council on October 17, 2017.

PASSED on 1st reading the ____ day of _____, 2017.

PASSED on 2nd reading the ____ day of _____, 2017.

PASSED, APROVED AND ADOPTED on the 3rd and final reading the ____ day of _____, 2017.

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

ACCEPTED BY PACIFICORP:

By: _____
Name: George Humbert
Title: Director, Regional Business Management
Date: _____

October 6, 2017

MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director

SUBJECT: Consensus Funded Projects

Meeting Type & Date
Council Work Session
October 10, 2017

Summary

Two proposals have come forward that would involve the expenditure of County Wide Consensus funding.

1. Staff from Spectra Venue Management is requesting \$962,795 for projects at the Event Center. This includes \$880,000 for seat replacement, \$10,395 for tables to create premium seating in Row 12, \$33,400 for ADA accessible viewing areas, and \$39,000 for walk-through metal detectors. These projects were not in the FY18 municipal budget.
2. The Fire-EMS Department is requesting \$141,919 of consensus funding to purchase upgraded tower equipment for the 800 Mhz radio system. This funding would be supplemented with \$450,000 of Optional One Cent #15 funding. The expenditure of One Cent dollars was budgeted in the FY 2018 municipal budget, but the expenditure of consensus funding was not.

Together, these projects amount to a total request of \$1,104,714 of consensus funding.

Financial Considerations

No consensus funding has been allocated for these projects in the current FY 18 budget, but there are unspent County Wide Consensus dollars from the FY 15/16 grant award. A complete accounting of the Consensus award, as currently proposed, is attached and would indicate that \$885,646 may be available. This amount would include \$744,942 remaining from the abandoned Amoco Reuse project and \$140,704 that is currently unassigned from the total Consensus Grant award of \$8,437,800.

Reallocation of consensus funds for this purpose would require a new joint resolution, approved by all the representatives that signed the original resolution, to be submitted to the State Land and Investment Board for consideration and approval.

Oversight/Project Responsibility

Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services Director

Attachments

Natrona County Wide Consensus Allocation
Casper Events Center Seating, Security and ADA Accommodation Project Presentation

			Per Capita
NATRONA COUNTY			Distribution
BFY 2015/2016 CWC Grant Award		\$ 8,437,800	
City of Casper Projects:			\$ 69
Utility Infrastructure (Amoco Reuse) - Original	\$ 2,100,000		
Less: Detention Center Roof Repair (County)	\$ (253,598)		
Hall of Justice Generator (County)	\$ (51,460)		
Mt. View School Rd - Verbal (Mills)	\$ (300,000)		
Metro Road Connections - Verbal (Evansville)	\$ (500,000)		
Waterline - Verbal (Midwest/Edgerton)	\$ (250,000)		
Utility Infrastructure (Amoco Reuse) - Adjusted	\$ 744,942		
Casper Recreation Center Renovations	\$ 1,400,000		
Platte River Revival - Phase II	\$ 1,000,000		
Casper Events Center - Scoreboard Replace	\$ 1,000,000		
Total City of Casper Projects		\$ 4,144,942	
Town of Edgerton Projects:			\$ 1,451
Surveillance System	\$ 16,727		
Chip-sealing streets	\$ 150,000		
Reallocation of Funds	\$ (34,000)		
Kinnear Road Improvements (reallocation)	\$ 34,000		
Reallocation of Funds	\$ (50,743)		
Sewer Lagoon Improvements (reallocation)	\$ 50,743		
Waterline (reallocated from Casper)	\$ 125,000		
Total Town of Edgerton Projects		\$ 291,727	
Town of Evansville Projects:			\$ 307
Fire Hall Addition	\$ 400,000		
Metro Road Connection (reallocated from Casper)	\$ 500,000		
Total Town of Evansville Projects		\$ 900,000	
Town of Mills Projects:			\$ 185
Rivers Crossing Street Construction	\$ 224,004		
Pendell Boulevard Resurfacing	\$ 175,996		
Reallocation of Funds	\$ (31,070)		
Security Fencing @ Water Treatment Plant	\$ 31,070		
Reallocation of Funds	\$ (814)		
Police Department Gate Project	\$ 814		
Mt. View School Road (reallocated from Casper)	\$ 300,000		
Total Town of Mills Projects		\$ 700,000	
Town of Midwest Projects:			\$ 854
Street Paving/Repair	\$ 225,000		
Waterline (reallocated from Casper)	\$ 125,000		
Total Town of Midwest Projects		\$ 350,000	
Town of Bar Nunn Projects:			\$ 195
Infrastructure for new Town Hall	\$ 550,000		
Total Town of Bar Nunn Projects		\$ 550,000	
Natrona County Projects:			\$ 161
Salt Creek JPB - Emergency Services Station	\$ 58,273		
Road & Bridge Maint. Equip.	\$ 476,384		
Sheriff's Office Emergency Vehicles	\$ 284,620		
Sheriff's Office Emergency Vehicles	\$ 296,716		
Detention Center Roof Project	\$ 253,598		
Hall of Justice Generator Project	\$ 51,460		
Total Natrona County Projects		\$ 1,115,993	
Obligated Funds Reverted (??)	\$ (60,624)	\$ (60,624)	
Obligated For Projects	\$ 8,297,096		
Available/Unassigned (as of 10/06/17)		\$ 140,704	
Total Unassigned and Amoco Reuse Project Funds Available		\$ 885,646	



Casper Events Center

Seating, Security and ADA Accommodation Project

The Issue

A Seating Upgrade to the Casper Events Center was performed in 2012/2013 and has resulted in:

- **Increased Customer Complaints**
- **Decreased Show Attendance**

Customer Complaints

Beach Boys (July 7, 2017) Survey

Seat size is ridiculous! **No leg room** and must be really small to fit in seat. **Need to be replaced ASAP!**

The seats in the Event Center SUCK...Not sure how else to put it. You cannot walk past someone without making everyone stand up. I hope soon new seats will be installed. This is very uncomfortable to watch a show with **no room** and touching your neighbors...

NEED TO FIGURE OUT A WAY TO MAKE THE SEATS MORE COMFORTABLE!!

The seats are **very uncomfortable**. The old seats were much better

Customer Complaints from previous Surveys

The new seats are ***uncomfortable***. We feel like we are sitting in an airlines economy section.

We were not impressed with the new seats. I heard many people complaining. They are short (***no leg room***). Not as wide, for larger adults. Cup holder was back to far. Seats were VERY hard! Wow, ***what a waste of money*** on these!

The new seating is ***totally unsatisfactory***. Seats are ***too close, too small, and anatomically uncomfortable***. We will probably ***not renew our Best of Broadway season tickets solely because of the seating***.

I will think twice about paying such prices for seats that are so uncomfortable.

Seating is **very tight** and I am a small person. Had to stand and exit row to allow some to get to their seat.

Due to the new seats we be very reluctant to return to ANY event. Most people were struggling with the seats and the new seating is ***very uncomfortable.***

The new seats are, as Frank Gambino would say, “***just awful, just awful.***” The new seats are ***extremely uncomfortable***, and ***I will never return to the Event Center until they are changed.***

The new seats are ***uncomfortable, too small.*** Seating was absolutely a ***NIGHTMARE!*** You have a huge problem. ***Will probably not attend an event if there will not be extra seats so we can spread out!!!!!!***

Customer Complaints: Facebook



Debbie Coulter reviewed Casper Events Center — 1★

April 5 · 🌐

The seats are to small and no leg room. Very uncomfortable. Not sure who sat in the chairs when they where purchased but that persons butt was less than 12 Inches wide. The lines for drinks or consessions was crazy long. Needs to be redesigned to meet the high volume of people at concerts. Not very happy to go and spend lots of money to be uncomfortable and wait in line for an hour for a drink.



Like



Comment



Share



Carla Sue Noonan reviewed Casper Events Center — 3★

February 24 · 🌐

Seating is way too small! I'm 5'1 and seats in front were hurting my knees! I understand the need for more money per seat! ,but your not attaching only children to your events! Come on! Ppl were complaining about cramped spaces the whole time! You can't move in your seats! Greedy ass people! You've got quality ppl lined up for your events, but your consumers can't even breathe!



Beth Hutchings, Rondi Clements Grauberger and 3 others

2 Comments



Like



Comment



Share



Rachael Rauch reviewed Casper Events Center — 3★

October 15, 2016 · 🌐

The seat are way too small! It hurt sitting in them and I had to slide out in order not to either scrape or bruise myself. Even small for my smaller friend. Not comfortable at all. The shows are usually pretty good though.



Like



Comment



Share



Andrea Stapleton reviewed Casper Events Center — 1★

September 22, 2016 · 🌐

Went to the Megadeth concert had a blast except for the the tiny tall seats. I don't know how anyone who is bigger than 160lbs can fit in those seats. They also were not made for short people either. I needed about 3 inches on my shoes to sit comfortably, outside the fact that my hips are wide. There is no personal space either. The people next to me kept elbowing me since the seats are so close together. Way to go spent millions to renovate the seating and you made it worse!!! Please rethink your seat ideas.



Like



Comment



Share



The Issue: Discomfort



This model is
an average
American male:
5'10" &
195 pounds

The Issue: No Leg Room

A slightly taller
male model:
6 foot

much less
leg room & comfort





24" from back to back

The Issue: Discomfort



cup holders & arm rests

The Issue: Decreased Event Sales

- Broadway in Casper Series began in 2000/2001
- Kicking-off the 18th Season in November 2017
- Broadway Season Patrons are the most loyal customers, committing to 3 to 5 shows per season
- Average Broadway show sales has dropped **19%** since the upgrade in 2012/2013 (average of 306 tickets per show)
 - 2000 to 2012: average sales 1,760 per show
 - 2012 through 2015: average sales of 1,437 per show
 - 2015 through 2016/2017: average sales of 1,233 per show

Attendance Statistics

- Average Concert attendance from 1983 to 2012:
3,102 per concert
- Average Concert attendance from 2013 to 2017:
2,779 per concert

The Solutions

- **Replace All Seat Sizes (minimum 24” wide seat with more vertical seat backs)**
- **Flip up cup holders**
- **Beam mounted seats for ease of repair and replacement**
- **Create a “Premium Seating” Row**

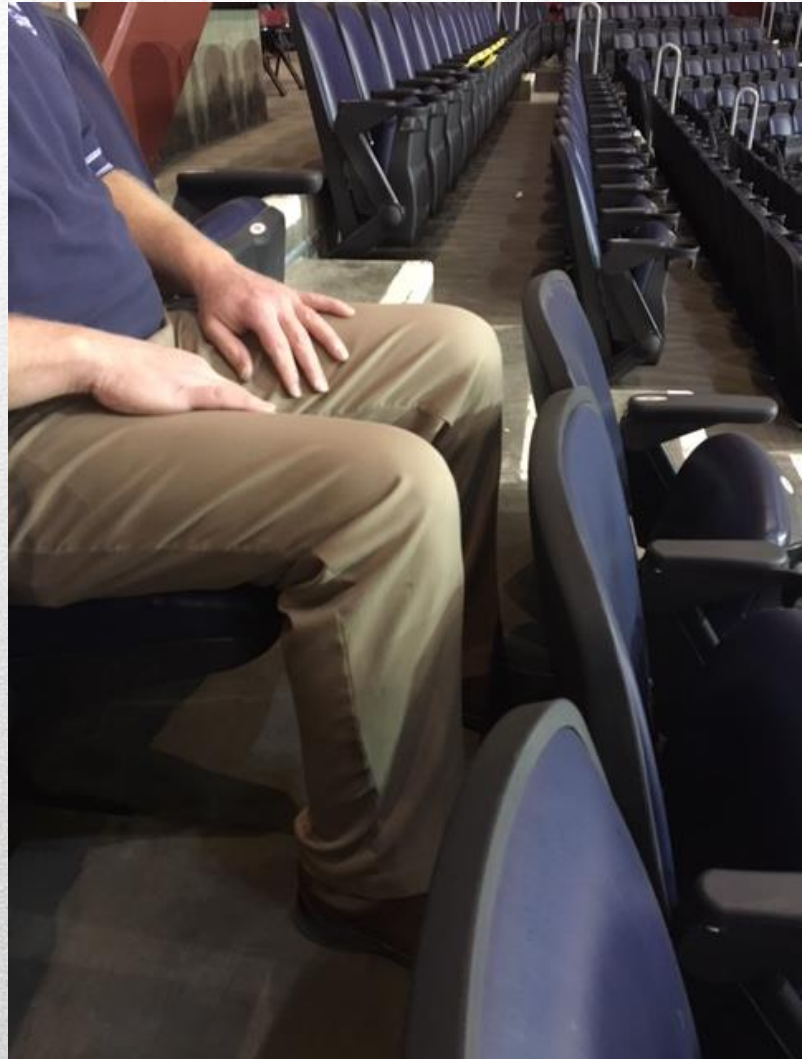
Reminder Look: No Leg Room

Leg Room
“Before”



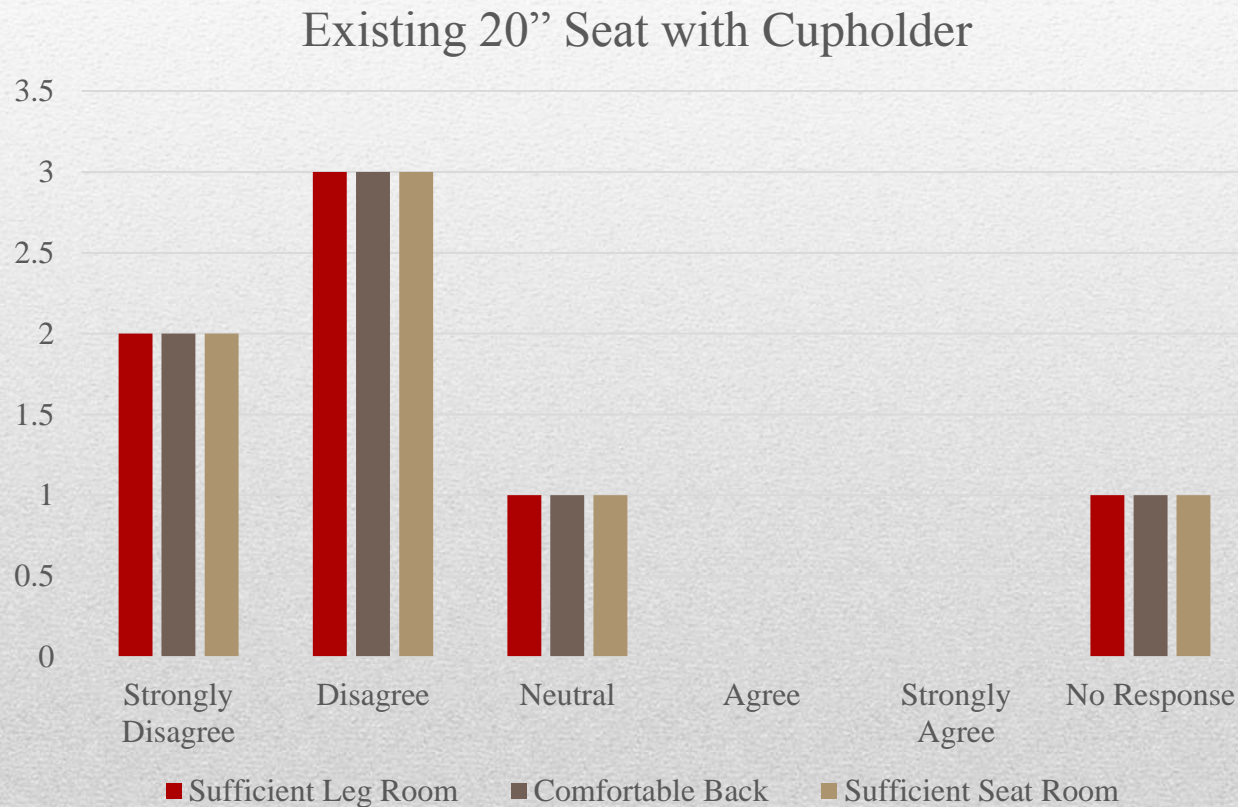
The Solution: More Leg Room

Leg Room
“After”



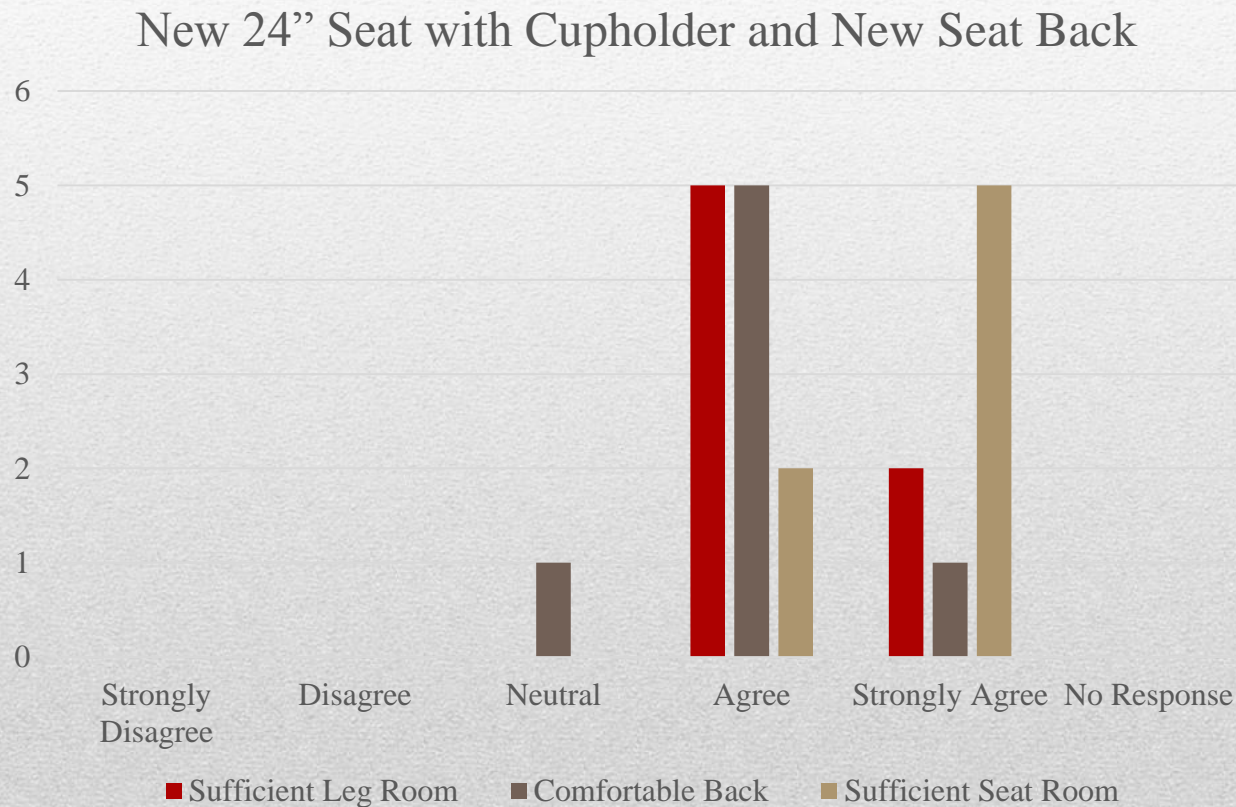
City Council Survey Results

June 13, 2017



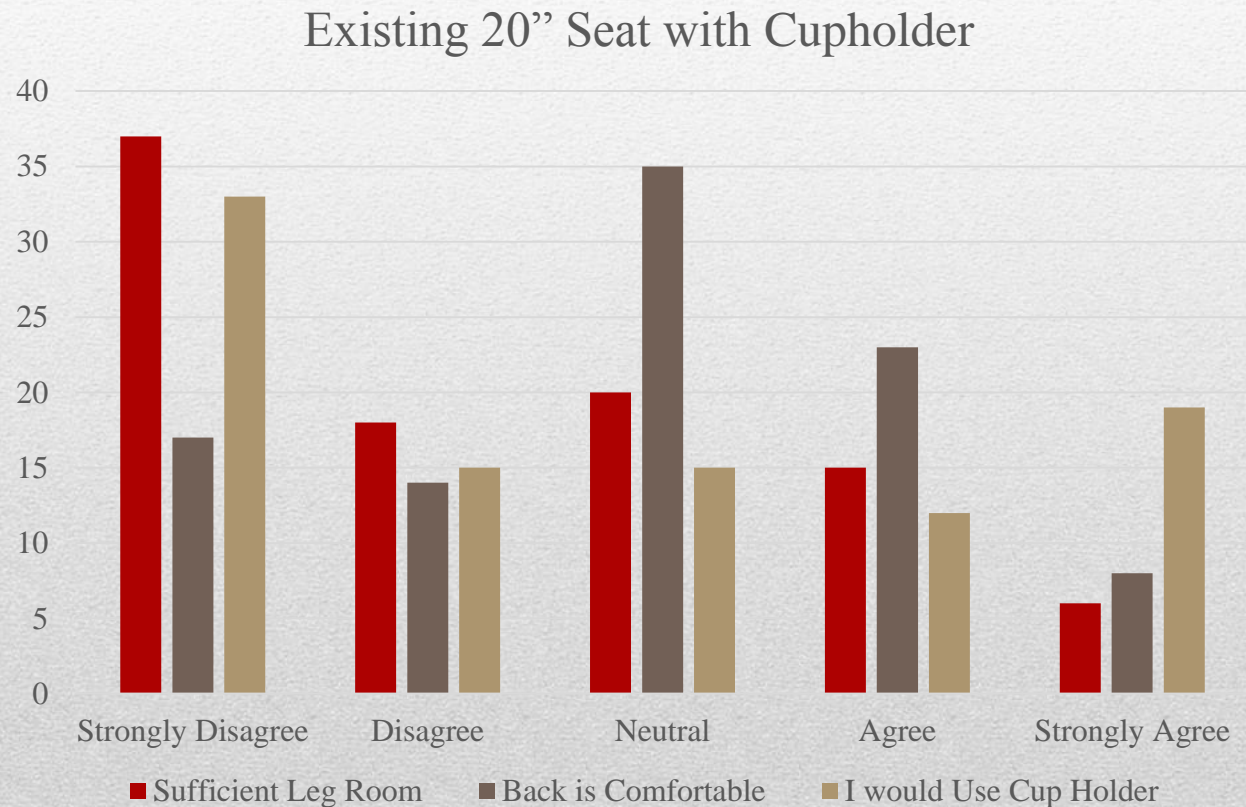
City Council Survey Results

June 13, 2017



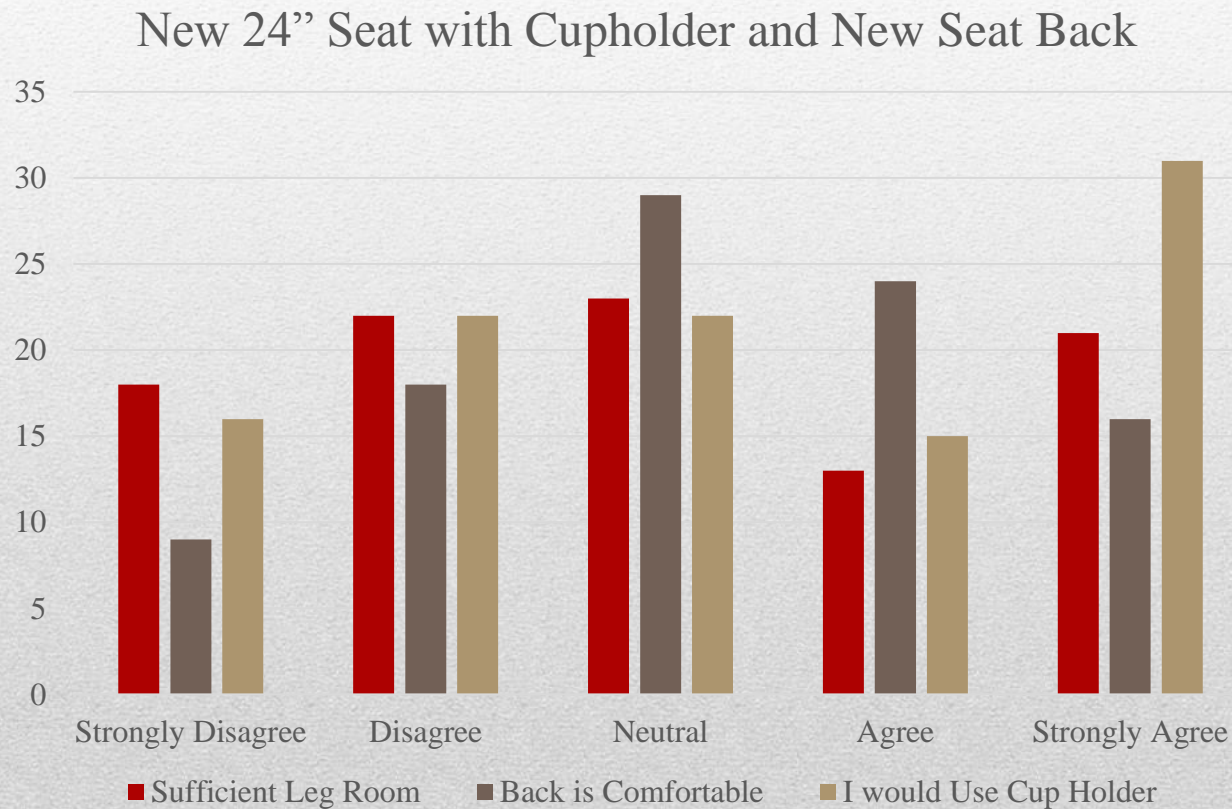
Open House Survey Results

April 2017



Open House Survey Results

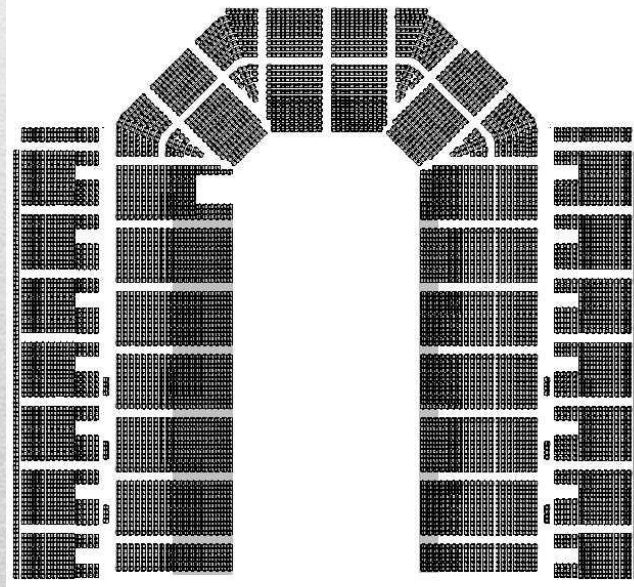
April 2017



All Seating Replacement Proposal

The beam mount chair offers the following advantages:

- Chairs can be spread out along the beam reducing potential hazardous gaps and increasing patron's usable space.
- All armrests are flip-up so ADA seat requirements are easily met and patrons can raise the arms as needed for additional space.
- The chair meets the same rigorous strength requirements of other fixed chairs
- The seats utilize a steel frame with 5-serpentine springs for enhanced comfort and durability.



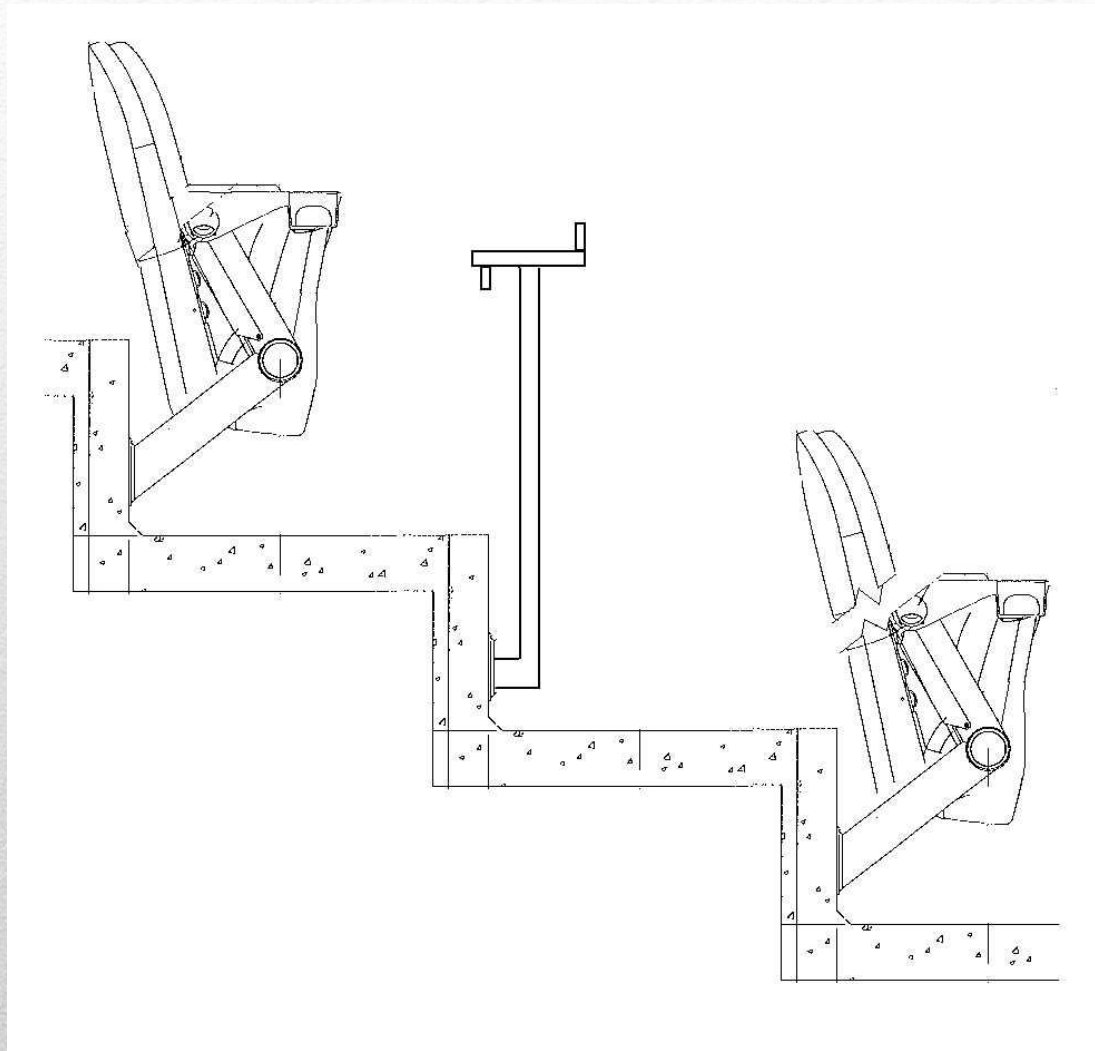
Limited Impact of Lower Capacity

- Average concert capacity 2007-2017: 3,341 (half house);
- 53 half house or theater concerts and 11 full house concerts in 2007-2017
- Since 2007, the highest attendance was Elton John in September 2007 with 7,952
- Second highest attendance since 2007 was Carrie Underwood in December 2010 with 6,519

Return on Investment

- Potential to upsell premium seating
- Potential to increase Food & Beverage Sales through wait-service in premium seating
- Potential to increase overall ticket sales by 10%

The Solution: Row 13 Premium Seating Options



The Solution: Row 13 Premium Seating Options



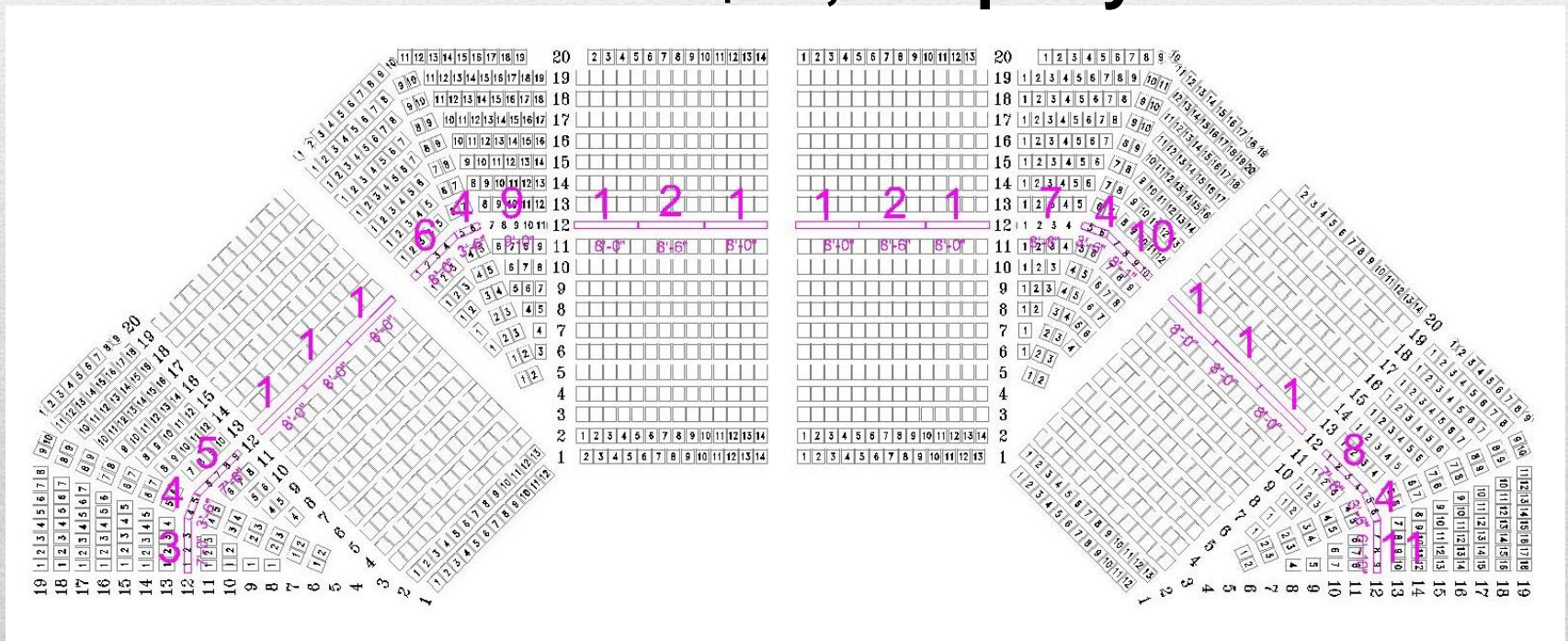
ROI: Row 13 Upselling Premium Seating

Estimated 80+ Premium Seats

Estimated \$20 per event upcharge fee

Estimated use at 15 shows per year

Potential Revenue: \$24,000 per year



ROI: Increased F&B Sales in Row 13 Premium Seating Areas

Estimated 80 Premium Seats

Estimated \$8 per cap, per event

Estimated use at 15 shows per year

Gross Sales: \$9,600

40% Profit Margin

Potential Revenue: \$3,840 per year

ROI: Increased Overall Ticket Sales by 10%

Estimated current 200,000 tickets per year

Plus 10% = 20,000

New annual attendance: 220,000

Additional 20,000 tickets at \$30 each

= New Gross Ticket Sales: \$600,000

80% promoter cut: \$120,000

Plus Increased Ticketing Fees (\$2 each): \$40,000

Plus Increased Facility Fee (\$3 each): \$60,000

Plus Increased Food & Beverage Sales (20,000 at \$3 per cap minus profit margin): \$24,000

Potential Additional Ticketing Revenue: \$244,000

ROI: Timeframe

Premium Seating Revenue: \$24,000

+ Premium Food & Beverage Revenue: \$3,840

+ 10% Ticket Sales Revenue: \$120,000

+ Increased Facility Fee (20,000 at \$3): \$60,000

+ Increased Ticketing Fees (20,000 at \$2): \$40,000

+ Increased Food & Beverage Sales (20,000 x \$3 per cap – 40%) \$24,000

Potential Gross Annual Revenue: \$271,840

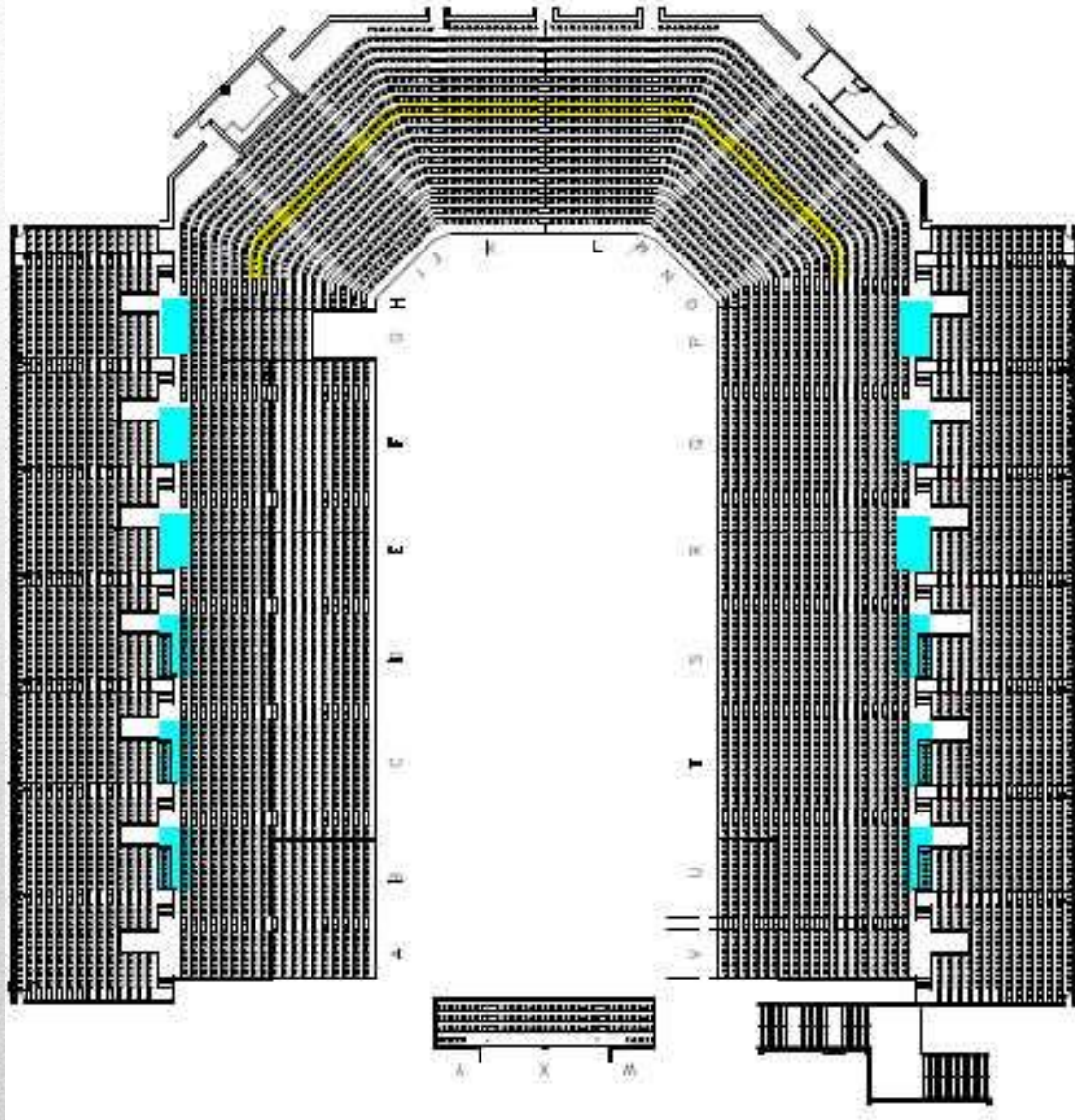
After 20% to Spectra: \$217,472

This \$963,000 project could be paid off in 4.42 years

Accommodation Solutions

- **Add and Modify ADA Seating Decks**





Blue (solid) –
Existing ADA Seating Areas
(deck additions)

Blue (transparent) –
Proposed ADA Seating
Areas
(concrete removal & deck
additions)

Issue: ADA Accommodation



Current ADA Seating Locations
105, 106, 107, 116, 117, 118

Issue: ADA Accommodation



Proposed ADA Seating Locations
102, 103, 104, 119, 120, 121

Solution: ADA Accommodation



Proposed ADA Seating Deck
Requiring Concrete Slab Removal

Issue: Public Safety



Solution: Metal Detectors

- Install Portable Metal Detectors at Entrances
- Most effective and efficient means of screening
- Used in conjunction with wands



The Cost:

Amount	Description
Approximately \$880,000	Seating Modifications – All Seating
** - \$10,395	Row 12 Premium Tables
** - \$33,400	ADA
\$39,000	Walk-Through Metal Detectors
Approximately \$963,000	All Seating Modifications, Premium Tables, Metal Detectors & ADA Improvements

All areas include 10% contingency

** - CEC staff can perform the labor for this upgrade

Enhancements

- Improved comfort for all attendees in all configurations
- Premium Seating options with tables and in-seat food & beverage wait-service in the half house / theater configurations
- Increased ADA Accessibility (compliant)
- Increased guest, client and employee safety

Warranty and Life Expectancy

- 1 Year manufacturer's warranty against defects in workmanship.
- Average lifespan is anticipated at 15 years.
- Seats and coverings are field serviceable if damage occurs or a color change is desired.
- All components of the seats are replaceable.
- Seats are interchangeable in any location.

Potential Installation Timeline

- With immediate approval to proceed it is very likely replacement of the horseshoe seating (most utilized) could be completed by January 18, 2018 with the remainder to be completed in segments before the end of June 2018.
- If delays cause the January installation window to become unattainable segmented installation can still occur based on accessible areas and events schedules.

Our Credo, Our Promise, Our Touchstones

Together we transform events into experiences. These experiences create excitement, turn heads, and make memories. Every day, with every action, we drive our success through our relationships, quality and entrepreneurship.

10/06/17

MEMO TO: J. Carter Napier, City Manager

FROM: Kenneth King, Fire Chief *K. King*

SUBJECT: Authoring the use of City/County Consensus Funds to Replace Aging Hardware on Casper/Natrona County 800 MHz Radio Tower on Casper Mountain.

Recommendation

That Council comes to an agreement with Natrona County Commissioners to use \$141,919.00 of Consensus Funding to replace the obsolete and no longer supported Quantar Base Station Radios with GTR8000 Base Station Radios at an estimated cost of \$591,919.

Summary

WyoLink is the public safety interoperable voice communications system utilized by first responders in the State of Wyoming. The Casper/Natrona County 800 MHz voice communications system joined the WyoLink system in May of 2011. The marriage of Natrona County's local system with the statewide system gave us the capability to communicate state wide for multi-jurisdictional incidents and events. With the move to WyoLink we also gained a dual redundant zone controller that allowed us to add the Alcova Lake 800 MHz site and other sites in the future such as Midwest/Edgerton.

What started out in 2000 as a City of Casper Fire Department 800MHz communications system rapidly grew to include the Casper Police Department, followed by all city departments and divisions. The communications system was further expanded to include all law enforcement agencies, fire departments, and ambulance services in Natrona County.

The WyoLink system benefits all city, county, state, and federal responders by providing a state-of-the art voice communications platform that is efficient, effective, and reliable.

As with any communications system of today, WyoLink is a sophisticated system of hardware and software. The State of Wyoming upgrades the system software on an annual basis. The 2018 software release version 7.18 requires the replacement of the obsolete and no longer supported Quantar Base Station Radios at every tower site in the state including the tower on Casper Mountain and the Hall of Justice. The Quantar radios will be replaced with GTR8000 Base Station Radios at an estimated total cost of \$591,919.00. This estimate is as of October 6, 2017.

First responder agencies currently utilizing our Casper/Natrona WyoLink 800 MHz voice communications system include:

Casper Fire-EMS
Casper Public Utilities

Casper Police Department
Casper Mountain Ski Patrol

Waste Water Treatment
Metro Animal Control

Hogadon Ski Area Operations
Casper Streets
Casper Area Transportation
Casper/Natrona County Health
Natrona County Parks Dept.
Natrona County Detention Ctr.
Bar Nunn Fire Department
Natrona Co. Fire Department
Evansville Police Department
Natrona County School Dist.
Wyoming DCI
Federal Marshals
Wyoming State Forestry
Casper College Security

Regional Water System
Casper Municipal Court
Casper Parks Division
Natrona County Red Cross
Natrona County Int. Airport
Natrona County Coroner
Evansville Fire Department
Casper Mountain Fire Dept.
Mills Police Department
Salt Creek Emergency Services
Wyoming Highway Patrol
Federal Homeland Security
Wyoming Medical Center
Wyoming Life Flight

Casper Solid Waste
Casper Engineers Office
Natrona County Sheriff
Natrona County Road & Bridge
Natrona County EMA
Juvenile Detention Center
Mills Fire Department
Airport Fire Department
Salvation Army
Natrona County CERT
Casper Office FBI
BLM Fire & Aviation
Mountain View Hospital


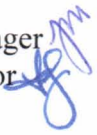

Financial Considerations

Financially, \$450,000.00 has been budgeted for this project in One Cent #15 Optional Sales Tax Fund.

Oversight/Project Responsibility

Mark Harshman, Division Chief Casper Fire-EMS.

October 5, 2017

MEMO TO: J./Carter Napier, City Manager 
FROM: Jolene Martinez, Assistant to the City Manager 
Tanya Johnson, Special Projects Coordinator 
SUBJECT: Communications Strategy

Meeting Type & Date

Council Work Session October 10, 2017

Action Type

Informational Only

Recommendation

That the City of Casper develop a comprehensive plan that addresses, coordinates, and strengthens the various aspects of communication (both internal and external), marketing, and citizen engagement throughout the organization with special focus placed on being a good media and citizen resource, and reaching out to all citizens by utilizing all forms of media including professional, effective use of social media.

Summary

For several months, Council has expressed a strong desire to enhance the tools used by the City to communicate and engage with employees, media, and citizens. Currently, an array of communication needs exists throughout the organization as do vast differences with regard to communication, marketing, and citizen engagement.

Certain departments have a formalized public information officer (PIO) system and a successful method of promoting its services and engagement plans to the public. Some departments are required to hold public meetings for their work. Other departments are mandated to provide public education and outreach, and a few departments have limited public outreach needs as opposed to larger internal communication needs.

The City's website contains department-focused pages that are maintained individually within the department. Various Facebook pages, Instagram and Twitter accounts, and YouTube channels exist throughout the organization and are managed within departments with no overarching coordination or review.

Many of the City amenities and services require marketing in addition to fortified communications in order to meet their revenue goals. The Casper Recreation Center, Hogadon Basin, Fort Caspar Museum, and the Municipal Golf Course are a few of these amenities.

Financial Considerations

No financial considerations exist at this time.

Oversight/Project Responsibility



Jolene Martinez, Assistant to the City Manager

Tanya Johnson, Special Projects Coordinator

Attachments

No attachments.

October 5, 2017

MEMO TO: J. Carter Napier, City Manager 
FROM: Jolene Martinez, Assistant to the City Manager 
SUBJECT: Introduction of 2018 Wyoming Legislative Items

Meeting Type & Date

Council Work Session October 10, 2017

Action Type

Informational Only

Recommendation

That Council consider adopting the proposed 2018 Wyoming Legislative agenda and working for Legislative support.

Summary

In conjunction with Council, staff has developed a list of five legislative issues that are important to the City of Casper. During the upcoming 65th Wyoming Legislative Budget Session, positive action on the following five (5) issues will help stabilize revenues for the City of Casper, and, in many cases, help cities and towns throughout Wyoming:

- 1) Instituting a stormwater utility
- 2) Constructing the State building in Casper
- 3) Maintaining the formula for the direct distribution of the over-the-cap funds
- 4) Stabilizing funding for local government
- 5) Strengthening extra-territorial jurisdiction

Financial Considerations

No financial considerations exist at this time.

Oversight/Project Responsibility

Jolene Martinez, Assistant to the City Manager

Attachments

No attachments.